

Robert I. Steiner
Anjna R. Kapoor
KELLEY DRYE & WARREN LLP
101 Park Avenue
New York, New York 10178
(212) 808-7800
Attorneys for Plaintiff Metropolitan Productions, Inc.
d/b/a MetHodder

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

METROPOLITAN PRODUCTIONS, INC.
D/B/A METHODDER,

Plaintiff,

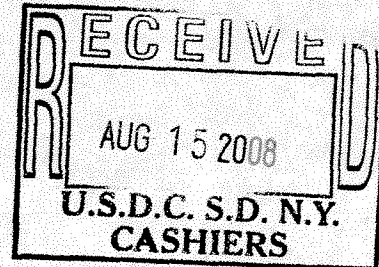
-against-

NEWSIGHT CORPORATION,

Defendant.

Civil Action No.

COMPLAINT



Plaintiff Metropolitan Productions, Inc. d/b/a MetHodder ("MetHodder") by and through its counsel, Kelley Drye & Warren LLP, as and for their Complaint against Defendant NewSight Corporation ("NewSight"), states as follows:

NATURE OF ACTION

1. This is an action for account stated, breach of contract, and unjust enrichment brought by MetHodder to recover monies due and owing it from NewSight for MetHodder's work in developing and managing promotional content to show on television and video networks.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action based upon diversity of citizenship pursuant to 28 U.S.C. § 1332(a)(1). The amount in controversy, exclusive of interest and costs, is in excess of \$75,000.

3. Venue in this District is proper under 28 U.S.C. § 1391(a)(1) and (c) because NewSight's principal executive office is in this District and it conducts business in this District.

THE PARTIES

4. Met|Hodder is a corporation organized and existing under the laws of Minnesota and maintaining a principal place of business at 1201 Harmon Place, Suite 300, Minneapolis, Minnesota 55403.

5. Upon information and belief, NewSight is a corporation organized and existing under the laws of Delaware and maintaining its principal place of business at 2 Park Avenue South, 1800a, New York, New York, 10016.

THE FACTS

Background

6. Met|Hodder is engaged in the business of developing and managing marketing content for viewing on any platform including television and private video networks. It has collaborated with an array of television clients to create promotional clips for popular television programs.

7. Upon information and belief, NewSight is in the business of developing and selling technology that allows a viewer to watch three dimensional video without special viewing glasses.

NewSight Engages Met|Hodder to Provide Services

8. On or about December 1, 2005, Met|Hodder and NewSight entered into the Master Service Agreement (“MSA”) upon which Met|Hodder agreed to provide certain services, including but not limited to working with NewSight and NewSight’s clients to develop marketing strategy for NewSight’s “in-store media network,” developing marketing content, including “retailer content, interstitials and advertising,” and developing relationships with NewSight’s advertisers to “participat[e] in the in-store media network”

9. The MSA also provides that the parties may enter into a Project Addendum, which incorporates the MSA by reference, containing additional and more specific terms for each project.

10. Paragraph 2.2 of the MSA states that “[u]nless otherwise specified in a Project Addendum,” when Met|Hodder provides a monthly invoice to NewSight for certain fees, “NewSight shall have thirty (30) days from receipt of the invoice to pay the amounts due.”

11. Paragraph 4.5 of the MSA provides that “[i]n the event NewSight is in default of any non-disputed payments due to MetHodder, prior to MetHodder exercising any right it may have to terminate this Agreement, MetHodder shall provide written notice to NewSight of such default and NewSight shall have five (5) days from receipt of such notice [sic] cure any such default provided that any amounts due are not in dispute.”

Met|Hodder Sends to NewSight Invoices For Services Rendered Under the MSA

12. On or about November 1, 2007, Met|Hodder sent NewSight Invoice number 14815, in the amount of \$22,000, for services Met|Hodder rendered for a project called Meijer (the “Meijer project”). Each invoice listed and discussed herein is enclosed as Exhibit A and, collectively, will be referred to as “the Invoices.”

13. On or about December 1, 2007, Met|Hodder sent NewSight Invoice number 14849, in the amount of \$27,000, for services Met|Hodder rendered for a project called "Mall 2007 Service Contract."

14. On or about December 1, 2007, Met|Hodder sent NewSight Invoice number 14850, in the amount of \$33,250, for services Met|Hodder rendered for a project called "Mall 2007 Production Contract."

15. On or about December 1, 2007, Met|Hodder sent NewSight Invoice number 14851, for its monthly retainer of \$22,000, for services Met|Hodder rendered for the Meijer project.

16. On or about December 26, 2007, Met|Hodder sent NewSight Invoice number 14869, in the amount of \$6,600, for services Met|Hodder rendered for a project called "Advertise Here Spot."

17. On or about January 1, 2008, Met|Hodder sent NewSight Invoice number 14856, in the amount of \$27,000, for services Met|Hodder rendered for the Mall 2007 Service Contract project.

18. On or about January 1, 2008, Met|Hodder sent NewSight Invoice number 14859, in the amount of \$33,250, for services Met|Hodder rendered for the Mall 2007 Production Contract project.

19. On or about January 1, 2008, Met|Hodder sent NewSight Invoice number 14862, for its monthly retainer of \$22,000, for services Met|Hodder rendered for the Meijer project.

20. On or about February 1, 2008, Met|Hodder sent NewSight Invoice number 14863, for its monthly retainer of \$22,000, for services Met|Hodder rendered for the Meijer project.

21. On or about February 22, 2008, Met|Hodder sent NewSight Invoice number 14922, in the amount of \$58,750, for services Met|Hodder rendered for the Mall 2007 Production Contract project.

22. On or about March 1, 2008, Met|Hodder sent NewSight Invoice number 14864, for its monthly retainer of \$22,000, for services Met|Hodder rendered for the Meijer project.

23. On or about March 17, 2008, Met|Hodder sent NewSight Invoice number 14956, in the amount of \$1,620, for services Met|Hodder rendered for a project called “Diet Pepsi Max – Meijer.”

24. On or about April 1, 2008, Met|Hodder sent NewSight Invoice number 14987, for its monthly retainer of \$22,000, for services Met|Hodder rendered for the Meijer project.

25. On or about April 8, 2008, Met|Hodder sent NewSight Invoice number 14989, in the amount of \$200, for services Met|Hodder rendered for a project called “Michigan International Speedway Optimization.”

26. On or about April 23, 2008, Met|Hodder sent NewSight Invoice number 15012, in the amount of \$2,400, for services Met|Hodder rendered for a project called “Johnsonville Brats ‘Flavor Up’ Meijer Instore.”

27. On or about April 23, 2008, Met|Hodder sent NewSight Invoice number 15014, in the amount of \$6,000, for services Met|Hodder rendered for a project called “Blackhawk – Gift Card.”

28. On or about May 1, 2008, Met|Hodder sent NewSight Invoice number 15030, for its monthly retainer of \$22,000, for services Met|Hodder rendered for the Meijer project.

29. On or about June 2, 2008, Met|Hodder sent NewSight Invoice number 15055, for its monthly retainer of \$22,000, for services Met|Hodder rendered for the Meijer project.

30. On or about July 1, 2008, Met|Hodder sent NewSight Invoice number 15078, for its monthly retainer of \$22,000, for services Met|Hodder rendered for the Meijer project.

NewSight Has Failed To Pay The Invoices Totaling \$394,070.00

31. None of the Invoices, which total \$394,070.00, have been paid and each has been outstanding for more than 30 days. None of the relevant Project Addenda, moreover, provide for a longer timeframe for payment.

32. On August 5, 2008, pursuant to Paragraph 4.5 of the MSA, Met|Hodder sent a letter to NewSight demanding payment of the full amount due and owing within five days.

33. NewSight has neither responded to the demand letter nor paid any of the Invoices.

AS AND FOR A FIRST CLAIM
(Breach Of Contract)

34. Met|Hodder repeats and realleges the allegations contained in Paragraphs 1 through 33 above as though fully set forth herein.

35. Pursuant to the MSA and certain Project Addenda, NewSight contracted with Met|Hodder for the provision and maintenance of certain media content for which it would provide payment of invoices forwarded to it within 30 days of receipt .

36. Met|Hodder performed all its obligations under the MSA and certain Project Addenda pertaining to the Invoices, which performance was accepted by NewSight.

37. The Invoices remaining outstanding after 30 days. Thus, NewSight has breached Paragraph 2.2 of the MSA and provisions in certain Project Addenda.

38. Pursuant to Paragraph 4.5 of the MSA, Met|Hodder has duly demanded payment but has received no response within the five days set forth in the MSA.

39. There is justly due and owing \$394,070.00 on the Invoices.

40. By reason of the foregoing, NewSight is liable to Met|Hodder for \$394,070.00, plus interest.

AS AND FOR A SECOND CLAIM
(Account Stated)

41. Met|Hodder repeats and realleges the allegations contained in Paragraphs 1 through 40 above as though fully set forth herein.

42. NewSight received and accepted Met|Hodder's professional services rendered under the MSA and the relevant Project Addenda.

43. Met|Hodder sent NewSight the Invoices for services it rendered and received no objection to the Invoices. They all remain outstanding after 30 days.

44. Met|Hodder has duly demanded payment.

45. By reason of the foregoing, an account was stated between Met|Hodder and NewSight with a balance of \$394,070.00 due and owing to Met|Hodder by NewSight, plus interest.

AS AND FOR A THIRD CLAIM
(Unjust Enrichment)

46. Met|Hodder repeats and realleges the allegations contained in Paragraphs 1 through 45 above as though fully set forth herein.

47. Met|Hodder has provided services to NewSight pursuant to the MSA and relevant Project Addenda in good faith, with the reasonable expectation of payment.

48. NewSight has been unjustly enriched by accepting services rendered from Met|Hodder in connection with the Invoices but failing to pay such services. The reasonable value of the services rendered is \$394,070.00.

49. By reason of the foregoing, NewSight is liable to Met|Hodder in the amount of at least \$394,070.00.

WHEREFORE, Met|Hodder demands judgment as follows:

1. On the First Claim, judgment against NewSight in the amount of \$394,070.00, plus interest.
2. On the Second Claim, judgment against NewSight in the amount of \$394,070.00, plus interest.
3. On the Third Claim, judgment against NewSight in the amount of \$394,070.00, plus interest.
4. Such other and further relief as the Court deems just and proper.

Dated: New York, New York
August 15, 2008

Respectfully submitted,

KELLEY DRYE & WARREN LLP



Robert I. Steiner
Anjna R. Kapoor
101 Park Avenue
New York, New York 10178
(212) 808-7800
Attorneys for Plaintiff Metropolitan Productions, Inc.
d/b/a Met|Hodder

Exhibit A



MellHodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

INVOICE

Invoice: 14815
PO: None
Invoice Date: 11/01/2007

Date Due: 12/01/2007
Due: \$22,000.00

To:

ATTN: Tracy Newton
Newsight Corporation
11000 Regency Parkway, Ste. 403
Cary, NC 27518

MAIL PAYMENT TO:

MellHodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

DESCRIPTION OF SERVICES:

PROJECT TITLE: **NewSight Meijer 12 Month Retainer 2007**

DESCRIPTION: **November 2007**

Monthly Retainer \$22,000.00

SUB TOTAL -- THIS INVOICE \$22,000.00

PREVIOUSLY INVOICED DEPOSITS \$0.00

PROJECT TOTALS \$22,000.00

TAXABLE TOTAL -- PROJECT \$0.00

TOTAL STATE TAX \$0.00

TOTAL CITY TAX \$0.00

TOTAL STADIUM TAX \$0.00

TOTAL TRANSIT TAX \$0.00

PROJECT CODE: 1735 SHIPPING \$0.00

PROJECT CLASS: 4170 TOTAL DUE THIS INVOICE \$22,000.00



Met/Hodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

INVOICE

Invoice: 14849
PO: None
Invoice Date: 12/01/2007
Date Due: 01/01/2008
Duc: \$27,000.00

To:

ATTN: Tracy Newton
Newsight Corporation
11000 Regency Parkway, Ste. 403
Cary, NC 27518

MAIL PAYMENT TO:

Met/Hodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

DESCRIPTION OF SERVICES:

PROJECT TITLE: **Mall 2007 Service Contract**

DESCRIPTION:

January Service \$27,000.00

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SUB TOTAL - THIS INVOICE	\$27,000.00
PREVIOUSLY INVOICED DEPOSITS	\$0.00
PROJECT TOTALS	\$27,000.00
TAXABLE TOTAL - PROJECT	\$0.00
TOTAL STATE TAX	\$0.00
TOTAL CITY TAX	\$0.00
TOTAL STADIUM TAX	\$0.00
SHIPPING	\$0.00
TOTAL DUE THIS INVOICE	\$27,000.00

PROJECT CODE: 1794
PROJECT CLASS: 4170



Met/Hodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

INVOICE

Invoice: 14850
PO: None
Invoice Date: 12/01/2007

Date Due: 01/01/2008
Due: \$33,250.00

To:

ATTN: Tracy Newton
Newsight Corporation
11000 Regency Parkway, Ste. 403
Cary, NC 27518

MAIL PAYMENT TO:

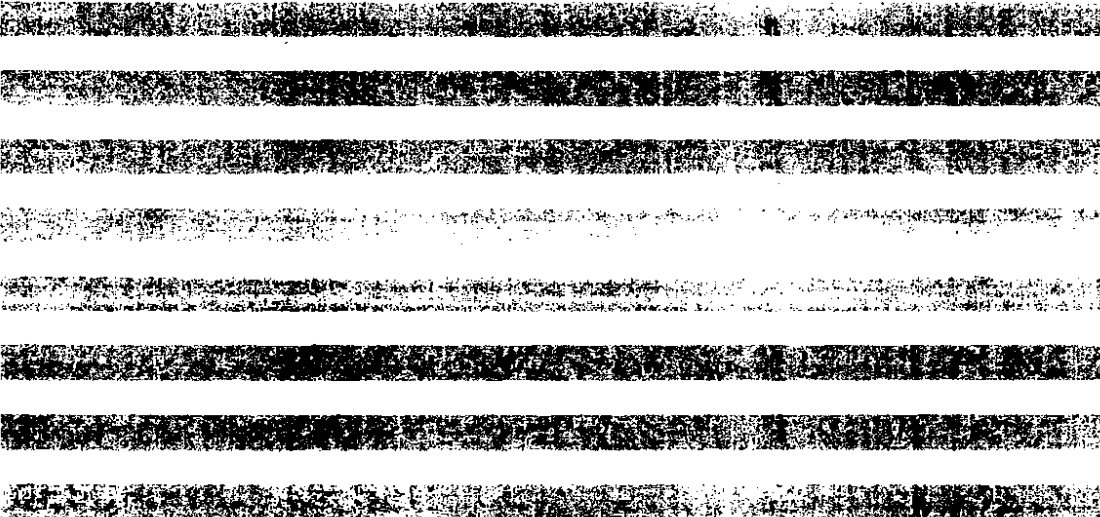
Met/Hodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

DESCRIPTION OF SERVICES:

PROJECT TITLE: **Mail 2007 Production Contract**

DESCRIPTION:

January Service \$33,250.00



SUB TOTAL -- THIS INVOICE		\$33,250.00
PREVIOUSLY INVOICED DEPOSITS	\$0.00	
PROJECT TOTALS	\$33,250.00	
TAXABLE TOTAL -- PROJECT	\$0.00	
TOTAL STATE TAX		\$0.00
TOTAL CITY TAX		\$0.00
TOTAL STADIUM TAX		\$0.00
PROJECT CODE: 1795	SHIPPING	\$0.00
PROJECT CLASS: 4170	TOTAL DUE THIS INVOICE	\$33,250.00



Mei|Hodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

INVOICE

Invoice: 14851
PO: None
Invoice Date: 12/01/2007
Date Due: 01/01/2008
Due: \$22,000.00

To:

ATTN: Tracy Newton
Newsight Corporation
11000 Regency Parkway, Ste. 403
Cary, NC 27518

MAIL PAYMENT TO:

Mei|Hodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

DESCRIPTION OF SERVICES:

PROJECT TITLE: NewSight Meijer 12 Month Retainer 2007

DESCRIPTION: December 2007

Monthly Retainer \$22,000.00

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SUB TOTAL -- THIS INVOICE		\$22,000.00
PREVIOUSLY INVOICED DEPOSITS	\$0.00	
PROJECT TOTALS	\$22,000.00	
TAXABLE TOTAL -- PROJECT	\$0.00	
TOTAL STATE TAX		\$0.00
TOTAL CITY TAX		\$0.00
TOTAL STADIUM TAX		\$0.00
SHIPPING		\$0.00
TOTAL DUE THIS INVOICE		\$22,000.00

PROJECT CODE: 1735
PROJECT CLASS: 4170



Met/Hodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

INVOICE

Invoice: 14869
PO: None
Invoice Date: 12/26/2007
Date Due: 01/26/2008
Due: \$6,600.00

To:

ATTN: Tracy Newton
Newsight Corporation
11000 Regency Parkway, Ste: 403
Cary, NC 27518

MAIL PAYMENT TO:

Met/Hodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

DESCRIPTION OF SERVICES:

PROJECT TITLE: Advertise Here Spot

DESCRIPTION:

Production Final \$5,600.00

Stock Footage billed at cost \$1,000.00

SUB TOTAL - THIS INVOICE	\$6,600.00
PREVIOUSLY INVOICED DEPOSITS	\$0.00
PROJECT TOTALS	\$6,600.00
TAXABLE TOTAL - PROJECT	\$0.00
TOTAL STATE TAX	\$0.00
TOTAL CITY TAX	\$0.00
TOTAL STADIUM TAX	\$0.00
SHIPPING	\$0.00
TOTAL DUE THIS INVOICE	\$6,600.00

PROJECT CODE: 1849
PROJECT CLASS: 4170

INVOICE

To:

MAIL PAYMENT TO:

Met/Hodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

PROJECT TITLE: Mall 2007 Service Contract

February Service	\$27,000.00
------------------	-------------

The image consists of a series of horizontal, textured bands. These bands are dark and grainy, appearing to be made of a material like film or a heavily degraded scan of a document. The bands are separated by lighter, less textured areas, creating a striped effect. There is no legible text or identifiable figures in the image.

	SUB TOTAL - THIS INVOICE	\$27,000.00
	PREVIOUSLY INVOICED DEPOSITS	\$0.00
	PROJECT TOTALS	\$27,000.00
	TAXABLE TOTAL - PROJECT	\$0.00
	TOTAL STATE TAX	\$0.00
	TOTAL CITY TAX	\$0.00
	TOTAL STADIUM TAX	\$0.00
PROJECT CODE: 1794	SHIPPING	\$0.00
PROJECT CLASS: 4170	TOTAL DUE THIS INVOICE	\$27,000.00

INVOICE

To:

MAIL PAYMENT TO:

DESCRIPTION OF SERVICES:

DESCRIPTION:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
84

SUB TOTAL – THIS INVOICE		\$33,250.00
PREVIOUSLY INVOICED DEPOSITS	\$0.00	
PROJECT TOTALS	\$33,250.00	
TAXABLE TOTAL – PROJECT	\$0.00	
TOTAL STATE TAX		\$0.00
TOTAL CITY TAX		\$0.00
TOTAL STADIUM TAX		\$0.00
PROJECT CODE: 1795	SHIPPING	\$0.00
PROJECT CLASS: 4170	TOTAL DUE THIS INVOICE	\$33,250.00

INVOICE

To:

MAIL PAYMENT TO:

DESCRIPTION OF SERVICES:

Monthly Retainer	\$22,000.00
------------------	-------------

SUB TOTAL - THIS INVOICE	\$22,000.00
---------------------------------	--------------------

PREVIOUSLY INVOICED DEPOSITS	\$0.00
------------------------------	--------

PROJECT TOTALS	\$22,000.00
----------------	-------------

TAXABLE TOTAL - PROJECT \$0.00

TOTAL STATE TAX  \$0.00

TOTAL CITY TAX \$0.00

TOTAL STADIUM TAX	\$0.00
-------------------	--------

PROJECT CODE: 1846	SHIPPING	\$0.00
--------------------	----------	--------

PROJECT CLASS: 4170	TOTAL DUE THIS INVOICE	\$22,000.00
---------------------	------------------------	-------------

INVOICE

To:

MAIL PAYMENT TO:**DESCRIPTION OF SERVICES:**

Monthly Retainer	\$22,000.00
------------------	-------------

	SUB TOTAL - THIS INVOICE	\$22,000.00
	PREVIOUSLY INVOICED DEPOSITS	\$0.00
	PROJECT TOTALS	\$22,000.00
	TAXABLE TOTAL - PROJECT	\$0.00
	TOTAL STATE TAX	\$0.00
	TOTAL CITY TAX	\$0.00
	TOTAL STADIUM TAX	\$0.00
PROJECT CODE: 1846	SHIPPING	\$0.00
PROJECT CLASS: 4170	TOTAL DUE THIS INVOICE	\$22,000.00



MetlHodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

INVOICE

Invoice: 14922
PO: None
Invoice Date: 02/22/2008

Date Due: 03/31/2008
Due: \$58,750.00

To:

ATTN: Jeff Spadone
NewSight Corporation

MAIL PAYMENT TO:

MetlHodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

DESCRIPTION OF SERVICES:

PROJECT TITLE: **Mall 2007 Production Contract**

DESCRIPTION: **Mall content termination**

Met Hodder - completion of operations/vendor ramp down fee to "close" Mall network \$58,750.00

SUB TOTAL - THIS INVOICE

\$58,750.00

PREVIOUSLY INVOICED DEPOSITS

\$0.00

PROJECT TOTALS

\$58,750.00

TAXABLE TOTAL - PROJECT

\$0.00

TOTAL STATE TAX

\$0.00

TOTAL CITY TAX

\$0.00

TOTAL STADIUM TAX

\$0.00

SHIPPING

\$0.00

PROJECT CODE: **1795**

PROJECT CLASS: **4170**

TOTAL DUE THIS INVOICE

\$58,750.00

INVOICE

To:

MAIL PAYMENT TO:

DESCRIPTION OF SERVICES:

Monthly Retainer	\$22,000.00
------------------	-------------

SUB TOTAL – THIS INVOICE		\$22,000.00
PREVIOUSLY INVOICED DEPOSITS	\$0.00	
PROJECT TOTALS	\$22,000.00	
TAXABLE TOTAL – PROJECT	\$0.00	
TOTAL STATE TAX		\$0.00
TOTAL CITY TAX		\$0.00
TOTAL STADIUM TAX		\$0.00
PROJECT CODE: 1846	SHIPPING	\$0.00
PROJECT CLASS: 4170	TOTAL DUE THIS INVOICE	\$22,000.00



MetlHodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

INVOICE

Invoice: 14956
PO: None
Invoice Date: 03/17/2008
Date Due: 04/17/2008
Due: \$1,620.00

To:

Newsight Corporation
2 Park Ave
Suite 1850
New York, NY 10016

MAIL PAYMENT TO:

MetlHodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

DESCRIPTION OF SERVICES:

PROJECT TITLE: Diet Pepsi Max- Meijer

DESCRIPTION: Diet Pepsi Max

Spot Production as per bid (Approved by Gordon)

\$1,620.00

SUB TOTAL -- THIS INVOICE		\$1,620.00
PREVIOUSLY INVOICED DEPOSITS	\$0.00	
PROJECT TOTALS	\$1,620.00	
TAXABLE TOTAL -- PROJECT	\$0.00	
TOTAL STATE TAX		\$0.00
TOTAL CITY TAX		\$0.00
TOTAL STADIUM TAX		\$0.00
SHIPPING		\$0.00
PROJECT CODE: 1877		
PROJECT CLASS: 0		
TOTAL DUE THIS INVOICE		\$1,620.00



MettHodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

INVOICE

Invoice: 14987
PO: None
Invoice Date: 04/01/2008
Date Due: 05/01/2008
Due: \$22,000.00

To:

ATTN: Tracy Newton
Newsight Corporation
8601 Six Forks Road, Ste. 400
Raleigh, NC 27615

MAIL PAYMENT TO:

MettHodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

DESCRIPTION OF SERVICES:

PROJECT TITLE: Meijer 2008 Retainer by Newsight

DESCRIPTION: April 2008

Monthly Retainer

\$22,000.00

SUB TOTAL - THIS INVOICE	\$22,000.00
PREVIOUSLY INVOICED DEPOSITS	\$0.00
PROJECT TOTALS	\$22,000.00
TAXABLE TOTAL - PROJECT	\$0.00
TOTAL STATE TAX	\$0.00
TOTAL CITY TAX	\$0.00
TOTAL STADIUM TAX	\$0.00
SHIPPING	\$0.00
TOTAL DUE THIS INVOICE	\$22,000.00

PROJECT CODE: 1846
PROJECT CLASS: 4170



REVISED INVOICE

MettHodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

Invoice: 14989
PO: None
Invoice Date: 04/08/2008
Date Due: 05/08/2008
Due: \$200.00

To:

ATTN: Tracy Newton
Newsight Corporation
8601 Six Forks Road, Ste. 400
Raleigh, NC 27615

MAIL PAYMENT TO:

MettHodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

DESCRIPTION OF SERVICES:

PROJECT TITLE: Michigan International Speedway Optimization

DESCRIPTION:

Discounted 50%	\$200.00
Spot Delivered via FTP	

[Faint, illegible text, likely a watermark or bleed-through from the reverse side of the page.]

SUB TOTAL -- THIS INVOICE	\$200.00
PREVIOUSLY INVOICED DEPOSITS	\$0.00
PROJECT TOTALS	\$200.00
TAXABLE TOTAL -- PROJECT	\$0.00
TOTAL STATE TAX	\$0.00
TOTAL CITY TAX	\$0.00
TOTAL STADIUM TAX	\$0.00
TOTAL TRANSIT TAX	\$0.00
PROJECT CODE: 1887	SHIPPING \$0.00
PROJECT CLASS: 4172	TOTAL DUE THIS INVOICE \$200.00



Met/Hodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

INVOICE

Invoice: 15012
PO: None
Invoice Date: 04/23/2008
Date Due: 05/23/2008
Due: \$2,400.00

To:

Newsight Corporation
8501 Six Forks Road, Ste. 400
Raleigh, NC 27615

MAIL PAYMENT TO:

Met/Hodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

DESCRIPTION OF SERVICES:

PROJECT TITLE: Johnsonville Brats "Flavor Up" Meijer Instore 5/08

DESCRIPTION: Spot Production

Project Final \$2,400.00
Delivered via FTP



SUB TOTAL - THIS INVOICE	\$2,400.00
PREVIOUSLY INVOICED DEPOSITS	\$0.00
PROJECT TOTALS	\$2,400.00
TAXABLE TOTAL - PROJECT	\$0.00
TOTAL STATE TAX	\$0.00
TOTAL CITY TAX	\$0.00
TOTAL STADIUM TAX	\$0.00
SHIPPING	\$0.00
TOTAL DUE THIS INVOICE	\$2,400.00

PROJECT CODE: 1885
PROJECT CLASS: 4171



Met/Hodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

INVOICE

Invoice: 15014
PO: None
Invoice Date: 04/23/2008
Date Due: 05/23/2008
Due: \$6,000.00

To:

Newsight Corporation
8501 Six Forks Road, Ste. 400
Raleigh, NC 27615

MAIL PAYMENT TO:

Met/Hodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

DESCRIPTION OF SERVICES:

PROJECT TITLE: **Blackhawk - Gift Card**

DESCRIPTION:

Project Final \$6,000.00
Delivered via FTP

SUB TOTAL - THIS INVOICE		\$6,000.00
PREVIOUSLY INVOICED DEPOSITS	\$0.00	
PROJECT TOTALS	\$6,000.00	
TAXABLE TOTAL - PROJECT	\$0.00	
TOTAL STATE TAX		\$0.00
TOTAL CITY TAX		\$0.00
TOTAL STADIUM TAX		\$0.00
PROJECT CODE: 1893	SHIPPING	\$0.00
PROJECT CLASS: 4172	TOTAL DUE THIS INVOICE	\$6,000.00

INVOICE

To:

MAIL PAYMENT TO:**DESCRIPTION OF SERVICES:**

DESCRIPTION: May 2008

SUB TOTAL - THIS INVOICE		\$22,000.00
PREVIOUSLY INVOICED DEPOSITS	\$0.00	
PROJECT TOTALS	\$22,000.00	
TAXABLE TOTAL - PROJECT	\$0.00	
TOTAL STATE TAX		\$0.00
TOTAL CITY TAX		\$0.00
TOTAL STADIUM TAX		\$0.00
SHIPPING		\$0.00
TOTAL DUE THIS INVOICE		\$22,000.00



MetlHodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

INVOICE

Invoice: 15055
PO: None
Invoice Date: 06/02/2008
Date Due: 07/02/2008
Due: \$22,000.00

To:

ATTN: Tracy Newton
Newsight Corporation
8601 Six Forks Road, Ste. 400
Raleigh, NC 27615

MAIL PAYMENT TO:

MetlHodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

DESCRIPTION OF SERVICES:

PROJECT TITLE: Meijer 2008 Retainer by Newsight

DESCRIPTION: June 2008

Monthly Retainer \$22,000.00

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SUB TOTAL -- THIS INVOICE		\$22,000.00
PREVIOUSLY INVOICED DEPOSITS	\$0.00	
PROJECT TOTALS	\$22,000.00	
TAXABLE TOTAL -- PROJECT	\$0.00	
TOTAL STATE TAX		\$0.00
TOTAL CITY TAX		\$0.00
TOTAL STADIUM TAX		\$0.00
SHIPPING		\$0.00
TOTAL DUE THIS INVOICE		\$22,000.00

PROJECT CODE: 1846
PROJECT CLASS: 4170



MetlHodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

INVOICE

Invoice: 15078
PO: None
Invoice Date: 07/01/2008
Date Due: 08/01/2008
Due: \$22,000.00

To:

ATTN: Tracy Newton
Newsight Corporation
8601 Six Forks Road, Ste. 400
Raleigh, NC 27615

MAIL PAYMENT TO:

MetlHodder
1201 Harmon Place
3rd Floor
Minneapolis, MN 55403

DESCRIPTION OF SERVICES:

PROJECT TITLE: Meijer 2008 Retainer by Newsight

DESCRIPTION: July 2008

Monthly Retainer \$22,000.00

SUB TOTAL -- THIS INVOICE \$22,000.00

PREVIOUSLY INVOICED DEPOSITS \$0.00

PROJECT TOTALS \$22,000.00

TAXABLE TOTAL -- PROJECT \$0.00

TOTAL STATE TAX \$0.00

TOTAL CITY TAX \$0.00

TOTAL STADIUM TAX \$0.00

TOTAL TRANSIT TAX \$0.00

PROJECT CODE: 1846

SHIPPING \$0.00

PROJECT CLASS: 4170

TOTAL DUE THIS INVOICE \$22,000.00